

Conditions of Use Professional Sales via bol for non-European third party sellers

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Below you can find the “Conditions of Use Professional Sales via bol”. We kindly request you to read these thoroughly. By registering as a professional seller via bol you indicate to accept and observe these conditions of use including any and all schedules.

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Article 1 – Definitions

Buy Now, Pay Later with bol credit: the service whereby BCS provides the Customer with credit that enables the Customer to make purchases from bol acting as a retailer and from Professional Sellers who sell their products via the Platform.

BCS: the private company with limited liability bol Credit Services B.V., having its registered office in (3528 BJ) Utrecht, at Papendorpseweg 100, registered in the trade register of the Chamber of Commerce under number 97261564.

bol: the private company with limited liability bol.com b.v., having its registered office in (3528 BJ) Utrecht, the Netherlands at the Papendorpseweg 100. Active in the Netherlands under VAT number NL 82047161 BO1 and registered with the Chamber of Commerce in Utrecht under number 32147382. Active in Belgium under VAT and enterprise number BE0824148721.

bol-entity: any entity forming a part of the group to which bol belongs within the meaning of Article 2:24b of the Dutch Civil Code.

bol acting as a retailer: The bol business division that purchases Items and offers them for sale on the Platform.

Environment: bol.com, m.bol.com, e.bol.com and each and every other application designated by bol.

Platform: the section of the Environment where Professional Sellers and bol acting as a retailer, can offer Items for sale to Users.

User: each and every visitor of the Environment.

Conditions of Use: these conditions of use professional sales via bol including any and all schedules and the information pages as included on the [Website for Professional Sellers](#), as well as all underlying information pages referenced from the Website for Professional Sellers.

Professional Seller(s): a legal entity who fulfils the requirements as set out in article 2.4 of these Conditions of Use and who is established in the United Kingdom, China, Hong Kong or Turkey.

Sales Account: the account created for the Professional Seller in the Environment.

Items: all of the products that Professional Sellers and bol acting as a retailer, offer for sale in the Environment.

Customer: a User of the Environment who proceeds with the purchase of an Item via the Platform.

Sale and Purchase Agreement: the agreement that is concluded between the Professional Seller and a Customer on account of the purchase by the Customer of an Item from the Professional Seller via the Platform.

Content: (a part of) the specifications of Items that consists of, inter alia, text, images and technical specifications.

bol Brands: the bol word and figurative marks as well as other distinguishing marks.

Fee: the commission on the Sales Price charged to the Professional Seller by bol, consisting of a fixed and a variable component as explained on the following page: [Commission - Partnerplatform](#)

Sales Price: the price charged to the Customer which price includes shipping costs, a potential disposal contribution and/or other officially imposed duties, VAT and the service contribution.

Buy Box: the best sales position for an Item in the Environment as detailed on the following page: [The buy box - Partnerplatform](#) The Professional Seller and/or bol acting as a retailer in the Buy Box is displayed as the first seller if multiple Professional Sellers and/or bol acting as a retailer offer the same Item. Only one seller is displayed per Item in the Buy Box.

MPP: Maximum Permitted Price.

Holiday(s):

The holidays in the Netherlands: New Year's Day (1 January), Easter Monday (variable dates), Kingsday (27 April), Liberation Day (once every five year (start date 5 May 2020)), Ascension Day (variable dates), Pentecost Monday (variable dates), Christmas (25, 26 December)

In Belgium: New Year's Day (1 January), Easter Monday (variable dates), Labour Day (1 May), Ascension Day (variable dates), Pentecost Monday (variable dates), national holiday Belgium (21 July), Assumption Day (15 August), All Saints' Day (1 November), Armistice Day (11 November), Christmas (25 December)

API: The 'application programming interface' is a link on the Platform that Professional Sellers can use to exchange data.

FTP: The 'file transfer protocol' is available on the Platform for the suppliers of bol acting as a retailer, to exchange data.

Sanctions List: a list established by national or international authorities of persons, entities and countries subject to sanctions, including but not limited to financial restrictions, trade prohibitions, or other measures that may limit or prohibit entering into or continuing an agreement.

High-Risk Country: a country designated by national or international authorities (including, but not limited to, the United Nations, any body of the European Union, the Financial Action Task Force, or

other competent authorities) as a country with an increased risk of money laundering, terrorist financing, corruption, or other serious financial or legal risks, or a country subject to economic or legal sanctions.

Negative Media Coverage: negative reporting in reliable and generally accessible media indicating fraud, corruption, money laundering, terrorist financing, or other criminal acts or behaviors that may harm the reputation of bol or its partners.

Article 2 – Sales Account

1. Each and every Professional Seller must have a Sales Account before he can offer and sell Items on the Platform.
2. Bol shall at all times be authorised, without stating a reason, not to grant a Professional Seller a Sales Account and/or to impose additional requirements on the granting of a Sales Account.
3. Registration as a Professional Seller implies acceptance of the Conditions of Use and of the obligation to observe the Conditions of Use and the information on:
<https://partnerplatform.bol.com/>
4. To act as a Professional Seller the Professional Seller must:
 - a. dispose of an active registration with the Chamber of Commerce in its country of origin;
 - b. dispose of a valid VAT number of the Professional Seller in its country of establishment;
 - c. dispose of a valid VAT Number of the Professional Seller from the country in the European Union where the Items are in stock and shipped from to the Customer;
 - d. have business activities registered in the trade register that correspond to its activities on the Platform;
 - e. dispose of an login account with bol;
 - f. have created a Sales Account in the Environment;
 - g. confirm to have accepted the Conditions of Use;
 - h. use its Sales Account for sales purposes;
 - i. share its ultimate beneficial owners with bol;
 - j. confirm that neither they, nor their partners (in Dutch: *vennoten*), (indirect) directors, (indirect) shareholders, members of the supervisory board, persons who can exert influence on how their business conducts its activities, nor the (pseudo) ultimate beneficial owner(s) of their business, have been involved in any other Sales Account that has been closed in the past 5 years (calculated from the moment of applying for the Sales Account) due to a violation of the Conditions of Use;
 - k. to confirm that the (indirect) director(s), shareholder(s) or the ultimate beneficial owner(s) has and/or have reached at least the age of 18;
 - l. dispose of an active payment account in a SEPA country demonstrably belonging to the Professional Seller;
 - m. hold a valid identification document that has not been reported as lost or stolen; and
 - n. not have been convicted of a criminal offense in the past five years, including but not limited to: fraud (in Dutch: *oplichting*), receiving stolen goods (in Dutch: *heling*), forgery (in Dutch: *valsheid in geschrifte*), embezzlement (in Dutch: *verduistering*) and money laundering (in Dutch: *witwassen*). This requirement applies to the contact person(s) of the Professional Seller, the ultimate beneficial owner(s), and/or the person(s) authorized to represent the Professional Seller.
5. Bol shall verify upon registration as a Professional Seller and subsequently on a periodic basis, whether the Seller complies with the requirements set out in this article 2. If the Professional Seller does not (or no longer) meet the requirements set out in this article 2, bol shall be entitled to terminate the Professional Seller's Sales Account. In such case, the notice period as stipulated in article 15.3 of the Conditions of Use shall apply.
6. From the creation of the Sales Account the Professional Seller is authorised to offer Items on the Platform in accordance with the Conditions of Use.
7. The Professional Seller can only participate with one (1) brand / trade name per Sales Account. If the Professional Seller intends to offer Items under multiple brands / trade names via the Platform then the Professional Seller must create multiple Sales Accounts.
8. The Professional Seller is at all times fully responsible for the use that is made of the Sales Account and for those who obtain access to the Sales Account. The Professional Seller irrevocably authorizes any person to whom it grants access to the Sales Account to perform legal acts on behalf of the Professional Seller that can be performed through the use of the those Sales Account. Bol is entitled to assume that any person performing acts via the Sales Account has been authorized by the Professional Seller to perform all acts within the Sales Account on behalf of the Professional Seller. Bol is at all times authorised to, for reasons of its own, suspend the use of the Sales Account by the Professional Seller, observing the provisions in article 15 of the Conditions of Use.
9. If the Professional Seller does not comply with a payment obligation vis-à-vis bol, whether or not on account of these Conditions of Use, then bol shall be entitled to suspend the use of the

Sales Account by the Professional Seller (in conformity with article 15 of the Conditions of Use). until he has complied with this payment obligation.

10. The Professional Seller is responsible for the correctness of the data in his Sales Account.

Article 3 - Offer

1. The Professional Seller can offer Items. The Items offered by the Professional Seller must comply with the conditions as included on the following page: <https://partnerplatform.bol.com/en/need-help/offer/assortment-policy/>. Bol is solely authorised to determine what product categories and/or sub-categories can be offered on the Platform and/or can be added to the Platform as well as the moment when this becomes possible. Bol is also authorised to remove product categories and/or sub-categories on the Platform without the Professional Seller being entitled to enforce any right in connection therewith vis-à-vis bol. Bol reserves the right to exclude certain Items from the product categories and/or sub-categories, stating reasons.
2. The product categories and/or sub-categories that are and/or will be made available by bol are included on the following page: [Assortment policy - Partnerplatform](#) , which website, including the product categories and sub-categories, may unilaterally be changed by bol from time to time, observing the provisions in article 21 paragraph 3 of the Conditions of Use.
3. Bol shall be free, with a statement of reasons, to no longer permit the Professional Seller to offer certain Items on the Platform. The Professional Seller shall then at the request of bol discontinue and keep discontinued the offer of the relevant Item with immediate effect. Should the Item nonetheless still be offered on the Platform then bol shall be authorised to remove the offer of the relevant Item.
4. Bol is entitled to remove a specific Item from the Platform in the event the Item can be classified as below standard, as specified in the Sales Account of the Professional Seller. [Here](#) you can find when bol is of the opinion that an Item performs below standard.
5. For the protection of bol and its Platform, bol strives for a positive pricing perception among its Customers. Hence, bol periodically establishes a Maximum Permitted Price (MPP) for each Item featured on its Platform. Items exceeding the MPP will not be displayed by bol on the Platform.

The key criteria used by bol to determine the MPP are:

- Competitive market prices; The price in relation to competitors (both within and outside the Platform).
- Historical platform prices; the prices that have been conducted in the past on the Platform (such as maximum, minimum and average prices; whether or not at the time of the introduction of the Item).
- Advisory prices; determined by the manufacturer or initial market prices set by distributors.
- Prices (including MPP) of similar items within or outside the Platform (e.g. similar model, colour variants, etc.).

Bol may add new parameters to determine the MPP, whether or not as a test. Updates in this respect will be communicated to Professional Sellers through the following page: [Pricing policy - Partnerplatform](#)

6. Bol will not display second-hand Items of the Professional Seller on the Platform if the Sales Price of the Item is higher than the Sales Price of the same Item that on that moment is displayed as new on the Environment in the Buy Box, if applicable.
7. Bol shall be authorised not to include the offer or certain information included by the Professional Seller with regard to the offer or to remove the same from the Platform if this is, at the discretion of bol, not correct or misleading or in breach of these terms and conditions or may, at the discretion of bol, prejudice the reputation of bol, the Platform or third parties.
8. The Professional Seller shall offer free returns to Customers and therefore not charge return costs separately to Customers.

Article 4 – Order and delivery

1. An User can place an order for an Item offered by the Professional Seller via the normal order process at bol.

2. An order for an Item offered by the Professional Seller shall then be processed in accordance with the following page: [Ordering and shipping Archives - Partnerplatform](#)
3. If the Professional Seller receives an order via bol then the Professional Seller is not authorised to handle the order outside the procedure as described on the following page: [Ordering and shipping Archives - Partnerplatform](#)
4. The Professional Seller shall for the shipping of the order use a shipping label on which the bol order number, belonging to the respective order, is included. If this is not possible, the Professional Seller shall for the shipping of the order use the packing slip that is made available for this purpose to the Professional Seller by bol in a digital manner. The Professional Seller shall print this packing slip and not make any changes in it.
5. The Professional Seller can only use as packaging of the order an:
 - a. unbranded mail box;
 - b. a shipping box stating the company name of the Professional Seller or the name the Professional Seller uses for his activities on the Platform; or
 - c. a shipping box directly purchased from bol bearing the name and trademark of bol.
6. The Professional Seller acknowledges that only orders with a Dutch or Belgium shipping address can be accepted via the Platform.
7. The Professional Seller guarantees that any deliveries to the Customer are made from within the EU. The Professional Seller acknowledges that deliveries from outside the EU to Customers are not allowed.

Article 5 – Customer relationship

1. If a Customer of the Platform proceeds with the purchase of an Item offered by the Professional Seller then a Sale and Purchase Agreement is concluded between the Professional Seller and the Customer. The Professional Seller is held vis-à-vis the Customer to use the general terms and conditions attached as **schedule 1** to these Conditions of Use, which form an inextricable part thereof.
2. The Professional Seller acknowledges that bol is not and/or does not become a party to the said Sale and Purchase Agreement. However, Customers shall need to accept the “General Terms and Conditions Buying from Other Sellers” before Customers can proceed with the conclusion of a Sale and Purchase Agreement with the Professional Seller via the Platform. These terms and conditions are applicable between bol and the Customer and regard the service to be supplied by bol, being the Platform, and the use thereof by the Customer. Bol shall be authorised to change the “General Terms and Conditions Buying from Other Sellers” from time to time.
3. The Professional Seller is at his own risk and expense responsible for correct compliance with the Sale and Purchase Agreement. The Professional Seller acknowledges that in accordance with the provisions set forth in these Conditions of Use and the General Terms and Conditions Buying from Other Sellers the Customer may also approach bol. The Professional Seller shall indemnify bol against each and every claim that a Customer files against bol as a result of or in connection with the conclusion and/or the execution of the Sale and Purchase Agreement.
4. The Professional Seller acknowledges that bol applies so-called service levels as included in **schedule 2** and that bol reserves the right to block the Sales Accounts if the Professional Seller does not comply with the said service levels, observing the provisions in article 15 of the Conditions of Use. Bol reserves the right to change the service levels, observing the provisions in article 21 paragraph 3 of the Conditions of Use.
5. The Professional Seller shall submit the correct track and trace number of any and all Items shipped by the Professional Seller to bol for the benefit of the monitoring by bol of compliance with the service levels as intended in schedule 2 by the Professional Seller and to enable bol to assess whether payment can already be made in accordance with Article 7.2
6. The so-called ‘aftersales’, including but not limited to customer service, warranty and handling of returns, are fully at the risk and expense of the Professional Seller. Bol reserves the right to pay the purchase amount of an Item returned by a Customer on behalf of the Professional

Seller to the Customer and to settle the amount paid with the Professional Seller. This occurs if the Customer can prove, for example, through a proof of shipment, that the Item was correctly returned to the Professional Seller, or if the Professional Seller fails to respond to the processing of this return after repeated requests from Bol and/or the Customer. The Professional Seller guarantees that questions received from Customers shall be answered within twenty-four (24) hours, excluded Saturday, Sunday and Holidays.

7. The Professional Seller acknowledges and accepts that self-billing will apply. Due to the applicability of clause 14a of the EU VAT Directive (deemed supplier regime for VAT) bol will perform the following actions:
 - bol will issue the invoice to the Customer and charge VAT (if applicable) to the Customer;
 - bol will issue a self-billing invoice for the fictitious purchase of the Items to the Professional Seller. The price of the fictitious purchase is equal to the Sales Price minus the VAT amount included in the Sales Price (if applicable); and
 - bol will issue an invoice to the Professional Seller for the Fee. The invoice for the Fee and the self-billing invoice for the fictitious purchase can be combined by bol in one (1) invoice.
8. The Professional Seller acknowledges and accepts that the self-billing will be for the risk and account of the Professional Seller. The Professional Seller indemnifies bol in full against any and all damages and/or costs as a consequence of the self-billing. The Professional Seller accepts that no other invoice than the self-billing invoice issued by bol will be accepted for the fictitious purchase. No corrections will be made to the price for the fictitious purchase as a result of an incorrect VAT calculation to the Customer.
9. For the correct reporting and collection of VAT on the Items bol depends on the accurate and correct information provided by the Professional Seller. The Professional Seller should provide the following information to bol:
 - Place of establishment of the Professional Seller
 - Accurate description of the Items which is sufficient to determine the applicable VAT rate
 - Sales price of the Items, including any VAT
 - The location of shipment of the Items

The Professional Seller acknowledges and accepts that all the information provided to bol should be accurate and correct. The Professional Seller is fully responsible and liable for this and indemnifies bol in full against any and all damages and/or costs of any nature whatsoever that derive from not providing the correct and/or accurate information.

10. The Professional Seller acknowledges and accepts that Customers participate in an evaluation system (on the basis of which the Professional Seller obtains a so-called 'rating') and Customers can also write reviews about the Professional Seller and may post (have posted) these on the Environment. Bol does not have any influence on the said reviews and shall not censure these, unless the Professional Seller proves that a review includes texts that are in violation of legislation or regulations, the public order and/or public decency, only concerns a product review or is about another Professional Seller, includes personal data or an URL or is fraudulent. These kinds of reviews shall be removed by bol as soon as it takes note of the same.
11. The Professional Seller is held to ensure that his offer as well as the execution of the Sale and Purchase Agreement are in line with the applicable legislation and regulations and the General Terms and Conditions Buying from Other Sellers (of bol, as changed from time to time). The Professional Seller is not entitled to deviate from the same or to (again) conclude the sale and purchase with the Customer outside the Platform.
12. Bol sends a confirmation by email to Customers after the Sale and Purchase Agreement has been concluded. For the remainder the contact with the Customer takes place in accordance with the provisions included on the following page: [Customer questions Archives - Partnerplatform](#) The Professional Seller consequently irrevocably authorises bol to communicate directly with the Customer on behalf and at the risk and expense of the Professional Seller without bol being a party to the Sale and Purchase Agreement.

13. Through the Environment bol provides the Professional Seller with a translation tool which the Professional Seller is free to use, if desired, for its communication with Customers. Even if the Professional Seller makes use of any translation tool offered by bol via the Environment, without obligation, when communicating with Customers, the Professional Seller is solely responsible for translations and the content of these communications. It is the Professional Seller's responsibility to check such translations for accuracy and completeness. Bol is not responsible or liable for the translations generated by the Professional Seller using the translation tool.

Article 6 - Payments

1. The Professional Seller pays a Fee to bol per Item sold via the Platform, unless the Sale and Purchase agreement is dissolved by the Customer within the time limit mentioned in the general terms and conditions included in schedule 1. An indication of the level of the Fee per product category is included on the [Website for Professional Sellers](#). The exact Fee is set out in the Sales Account. The Professional Seller acknowledges that bol is authorised to unilaterally adjust the level of the Fee for each and every sub-category and/or product category twice a year. The Professional Seller is informed accordingly in advance seven (7) days prior to the entry into force.
2. Bol shall create the Platform in such manner that Customers pay to bol. Bol shall collect the payments of the Customers. Basically bol only accepts Customers whom it also accepts for the purchase of its own Articles and bol does at all times reserve the right not to accept Customers. The Professional Seller consequently grants bol the irrevocable right to exercise the collection rights that originate from the Sale and Purchase Agreements in the name of bol and with exclusion of the Professional Seller.
3. The Professional Seller is not authorised to accept payments made to him directly by the Customer. As the occasion arises the Professional Seller shall repay the received amount to the Customer and bring to the attention of the Customer that payment can exclusively take place to bol. The Professional Seller consequently accepts that payment by a Customer to bol releases the Customer from payment to the Professional Seller.
4. If a Sale and Purchase Agreement is dissolved within the time limit mentioned in the general terms and conditions included in schedule 1 then bol shall repay the payment directly to the Customer within the time limit imposed in the said general terms and conditions. In case the Professional Seller already received the payment of this Sale and Purchase Agreement from bol, bol is entitled to recover this amount from the Professional Seller. If a Sale and Purchase Agreement is dissolved after the time limit mentioned in the general terms and conditions included in schedule 1 then the Customer must turn directly to the Professional Seller in order to receive repayment. Bol is not a party in this respect and is not involved in repayment of the amount paid by the Customer and/or exchange of the relevant Item or not. Bol is not held to compensate any amount to the Professional Seller on account of a Sale and Purchase Agreement that is dissolved after the said time limit and bol is entitled to retain the commission.
5. If the Customer makes use of Buy Now, Pay Later with bol credit when purchasing an Item via the Platform, the conditions between BCS and the Professional Seller that have been added as Schedule 3 to these Conditions of Use shall apply.

Article 7 – Services of bol

1. The Professional Seller may qualify for the payment of a certain amount by bol pursuant to the guarantee scheme by way of compensation for the damages of the Professional Seller if the Customer does not comply with his payment obligations. It is exclusively at the discretion of bol whether a Professional Seller qualifies for the guarantee scheme and what the maximum guaranteed amount is that the Professional Seller shall in that case be able to claim. If the Professional Seller does not qualify for the guarantee scheme then the Professional Seller accepts the payment risk regarding the amount that is not covered by the potential guarantee scheme and bol shall never be liable vis-à-vis the Professional Seller for payment thereof.

2. Bol pays the amount the Professional Seller is entitled to out on the account number specified by the Professional Seller. Payment by bol in principle takes place once per calendar month. The invoicing shall be in line with article 5.7 of these Conditions of Use. Bol reserves the right to suspend payments relating to Items for which delivery to the Customer has not yet taken place, until such Items have been delivered to the Customer. In the event an order is not received by Customer 2 delivery days after the expected delivery date, taking into account any delays in the delivery process provided these have been communicated by the carriers by means of a tracking code, the order can be classified by bol as not delivered. If bol sees reason to do so, bol can do additional research or make inquiries to the carrier or the Customer. If the order is marked as not delivered by bol, the Customer has no payment obligation for the order and no payment will be made by bol to the Professional Seller. In the event the Professional Seller has already been paid by bol, bol is entitled based on article 7.3 of these Conditions of Use to settle this amount against any future claims of bol towards Professional Seller. Bol has the right to postpone the payment to the Professional Seller if bol feels this is necessary to protect its Platform, Customers, third parties or reputation, or if bol suspects that the Professional Seller acts contrary to these conditions, including, but not limited to, the situation in which there are indications that ordered and paid Items will not be supplied to Customers due to shortage or fraudulent actions.
3. All amounts to be received from the Professional Seller under these Conditions of Use shall be immediately due. Any bol-entity is entitled to set off every amount receivable from the Professional Seller under these Conditions of Use or under any other agreement with Professional Seller, as well as any other amount, whether or not due and payable, that the Professional Seller owes or will owe to any bol-entity, against any amount, whether or not due and payable, that any bol-entity owes or will owe to the Professional Seller, including the next payment by bol of the amounts received by bol as mentioned in article 6.2. The Professional Seller shall be notified of the set off on the invoice. If a bol entity decides not to set off, it may (i) suspend payments to the Professional Seller for as long as the Professional Seller owes amounts to a bol-entity under these Conditions of Use or under any other agreement concluded with a bol-entity, or (ii) send the Professional Seller an invoice for the amounts owed, which the Professional Seller must then pay within the period stated on the invoice.
4. Professional Sellers can purchase parcel stamps ("pakketzegels") from bpost N.V. and bol offers parcel stamps from Koninklijke PostNL B.V. or PostNL Pakketten Benelux B.V. for a fee in the Environment. With the parcel stamps Professional Sellers use the shipping services of the relevant carriers to send Items to Customers.
5. Professional Sellers in the Environment can also purchase return stamps ("retourzegels") from bpost N.V. and bol offers return stamps for a fee from Koninklijke PostNL B.V. or PostNL Pakketten Benelux B.V. After the return stamps were made available to the Professional Seller, the relevant carriers collect Items from Customers who return these Items to the Professional Seller free of charge. The carriers will transport the Items to a location specified by the Professional Seller.
6. Bol offers several logistical services. Professional Seller acknowledges and agrees that it is not entitled to make use of the service Logistics via bol ("Lvb") as further explained on the following page: <https://partnerplatform.bol.com/en/need-help/logisticsviabol/registration-logisticsviabol/>
7. When the Professional Seller purchases parcel stamps and/or return stamps, the following applies:
 - a. bol will charge the Professional Seller discounted rates. For more information see: [Parcel stamps via bol - Partnerplatform](#).
 - b. bol pays the shipping fee for the parcel/return stamps to the carriers;
 - c. In the event the Professional Seller purchases a parcel stamp or a return stamp from bpost N.V., the Professional Seller enters into a contract of carriage ("vervoersovereenkomst") directly with bpost N.V. for the shipment or return of Items. The Professional Seller acknowledges that bol is not a party to the agreement concluded by the Professional Seller with the carrier for parcel stamps and/or return stamps. Bol is neither responsible nor liable for the performance of the shipping services of the carriers. The General Terms and Conditions Parcels – Indirect Channels which can be consulted and printed via the following page: [Parcel stamps via bol - Partnerplatform](#).

- d. In the event the Professional Seller wishes to use a parcel stamp or a return stamp from Koninklijke PostNL B.V. or PostNL Pakketten Benelux B.V. for the transport of the Item to a Customer, he makes use of the service offered to him by bol, which consists of:
 1. Providing the parcel stamps or the return stamps of Koninklijke PostNL B.V. or PostNL Pakketten B.V.;
 2. having bol carry out an investigation and submit claims to Koninklijke PostNL B.V. or PostNL Parcels Benelux B.V. in the event of missing Items that have been sent with the parcel and/or return stamps;

For this service, the Professional Seller pays the fee to bol as included under section a of paragraph 7 of this article. Professional Seller acknowledges that bol is a direct party to the transport agreement. This transport is subject to the conditions of Koninklijke Post B.V. which can be consulted and printed [here](#) or the conditions of PostNL Pakketten Benelux B.V. which conditions can be consulted and printed [here](#). Bol is not liable for delays in the delivery of Items to Customers. The transport of the Items to the so-called hand-over point of the carrier is at the expense and risk of the Professional Seller.

7. The working procedures and other conditions for parcel stamps and return stamps are described on the following page: [Returns Archives - Partnerplatform](#)
8. If an Item is lost in the shipping process or in the return process, the conditions of the relevant carrier apply. Bol may in deviation of the applicable conditions of the relevant carrier, choose to reimburse part of the sale value of the Item to the Professional Seller out of leniency. The Professional Seller may not invoke the compensation stipulated in the applicable conditions of the relevant carrier in such case. Bol is not obliged to reimburse the Professional Seller part of the sale value of the Article. The Professional Seller cannot derive any rights for the future from the payment of such reimbursement.

Article 8 – Digital communication between the Professional Seller and the Customer

1. Bol developed one or more digital communication facilities for the benefit of the communication between the Professional Seller and the Customer (including the aftersales obligations as intended in article 5.6 of these Conditions of Use) that makes it possible for both the Professional Seller and the Customer to be in contact with each other by email or Direct Messaging via their respective accounts. This does not affect the right of the Customer to contact the Professional Seller by telephone.
2. Bol may, if it has good reason to do so, (temporarily) block the contact via one or more of these digital communication facilities, for example in case of (suspected) fraud by the Professional Seller.
3. Any and all communication that runs via the digital communication facilities offered by bol is stored by bol on its servers and can be consulted and used by bol to:
 - support the Professional Seller and/or the Customer in case of questions and/or problems;
 - assess whether the Professional Seller complies with the provisions set forth in schedule 2 (SLA) and article 11.2 of these Conditions of Use; and
 - analyse process improvements.
4. The Professional Seller hereby expressly agrees and authorises bol to store, access and use the communication as referred to in article 8 paragraph 3 of the Conditions of Use, in accordance with this article.
5. The communication that takes place via these digital communication facilities email application shall be retained by bol for a maximum of 25 months.

Article 9 – Use of Content

1. If the Professional Seller offers Items via the Platform that have been included in the product offer, the so-called catalogue, of bol, then with the offer of the relevant Item of the Professional Seller on the Platform an image accompanied by relevant information is shown to the extent that bol disposes of the same.
2. The Professional Seller only acquires the non-exclusive and non-transferable right to use the Content in conformity with these Conditions of Use and only for the benefit of the sales via the

Platform. In this respect the Professional Seller shall each time directly follow any and all instructions of bol as given from time to time. The Professional Seller shall never exercise (have exercised) this use in a misleading manner or in a manner that may, in any way whatsoever, be detrimental to bol. If the Professional Seller makes changes to existing Content these changes must comply with the content requirements imposed by bol in this article, which requirements may be amended by bol from time to time, observing article 21 paragraph 3 of the Conditions of Use.

3. If the Professional Seller wants to offer Items on the Platform in respect of which bol does not have any information available then the Professional Seller must provide bol with the required (product) information. The said (product) information must comply with the content requirements imposed by bol in this article, which requirements may from time to time be changed by bol, observing article 21 paragraph 3 of the Conditions of Use.
4. The Professional Seller guarantees that:
 - a. the Item descriptions do not contain references to discounts, warranty schemes, "sales expressions" or other products;
 - b. the Item descriptions do not contain URLs to own or other websites;
 - c. the images, do not contain discount labels, watermarks, company names and/or company logos;
 - d. the supplied (product) information does not infringe the rights of third parties, including but not limited to the intellectual property rights (e.g. trademark rights and copyrights);
 - e. the (product) information provided does not incite, contribute, encourage or instruct to commit terrorist offenses or promote participation in the activities of a terrorist group;
 - f. the (product) information supplied by him is written in the Dutch language.
5. The Professional Seller hereby grants bol a non-exclusive, transferable licence to use, reproduce and disclose (product) information obtained from the Professional Seller in an unlimited, worldwide and perpetual manner in any and all media, presently known or yet to be developed in the future. The Professional Seller guarantees that he is authorised to grant the said licence (possibly in advance).
6. Bol shall at all times be authorised to remove, change or adjust the supplied (product) information.
7. Bol is not held to use or show the (product) information supplied by the Professional Seller on the Platform.
8. The Professional Seller must supply the (product) information to bol in accordance with the terms and conditions as included on the following page <https://partnerplatform.bol.com/en/need-help/productinformation/editing-product-information/>
9. The Professional Seller indemnifies bol in full against any and all damages and/or costs of any nature whatsoever that derive from non-compliance with one or more obligations pursuant to this article.

Article 10 - Data

1. In this article, 'bol' refers to bol as the platform provider, not to bol acting as a retailer. By opening a Sales Account and accepting the Conditions of Use (see Art. 2.2.), bol gains access to the entered company data of the Professional Seller. Bol has access to the offer data, including product data, setting out the EAN code, the product category, the Sales Price, the quantity in stock and the product information. If the Professional Seller has sold Items, bol will also have access to the order data (e.g. turnover including and excluding VAT, sales and the customer's name, address and place of residence, hereafter referred to as 'Name and Address Data'), payment processing data (e.g. invoice and transaction data), performance data (e.g. the Track and Trace code, returns and cancellations) and customer case data (e.g. customer number and customer query category). If the Professional Seller uses logistics or advertising services offered by bol, bol will also have access to the logistics information or advertising data, respectively. Additionally, bol conducts voluntary surveys among its Professional Sellers. Bol has access to the information from these surveys. This information is utilised to assess the size and performance of the Platform.
2. The Professional Seller has insight into his own data generated by him, including offer data, product data, order data, performance data and customer case data. Bol has access to all of the data provided by Professional Sellers (see paragraph 1). For reasons of privacy, business sensitivity and competition law, Professional Sellers do not have access to data that can be

traced back to other Professional Sellers. After termination of the Sales Account, bol continues to have access to the data supplied and generated by the Professional Seller.

3. Some data generated by bol is provided to third parties (whether or not for a fee) to enable them to map the online sales market. This concerns information about (parts) of the online sales market that cannot be traced back to individual Professional Sellers. Bol provides this information on the basis of a legal obligation or for commercial considerations. However, Bol may provide data concerning individual Professional Sellers to third parties who have introduced the Professional Seller to bol. When required by law, bol may also provide (personal) data about Professional Sellers to third parties, such as a government agency, including turnover and sales figures and Chamber of Commerce numbers. This may concern information that can be traced back to individual Professional Sellers.

Article 11 – Privacy

1. bol only and exclusively makes personal data of the Customers (hereinafter referred to as: the “**Customer Data**”) available to the Professional Seller to the extent that the said Customer Data are required by the Professional Seller for the execution of the Sale and Purchase Agreement, including the so-called aftersales obligations, or in case the Customer has given its explicit consent. This data includes, at a minimum, name and address data and, where necessary, the telephone number for scheduling a delivery appointment.
2. The Professional Seller acts as an independent data controller for the processing of Customer Data related to the execution of the Sale and Purchase Agreement and shall ensure compliance with all applicable data protection laws, including but not limited to the General Data Protection Regulation (“**GDPR**”). The Professional Seller is solely responsible for determining the means and purposes of processing Customer Data within the scope of fulfilling the Sale and Purchase Agreement.
3. The Professional Seller guarantees that he shall only and exclusively process Customer Data for the purpose of fulfilling contractual obligations, including issuing invoices, arranging shipments, and handling returns or complaints. Any use of Customer Data for marketing, profiling, or other commercial purposes is strictly prohibited and constitutes a personal data breach. In such cases, bol may take immediate remedial action, including but not limited to suspension or termination of the Sales Account and potential claims for damages.
4. The Professional Seller shall handle all Customer Data with the highest degree of confidentiality and security and shall implement appropriate technical and organizational measures to protect such data against unauthorized or unlawful processing, accidental loss, destruction, or damage.
5. The Professional Seller shall ensure that any third party involved in processing Customer Data on his behalf adheres to the same level of protection. If the Professional Seller engages third parties for the processing of Customer Data, he shall be required to establish contractual agreements, including a data processing agreement, to ensure the secure and lawful processing of such data in accordance with applicable data protection laws.
6. Even after termination of the Sales Account, the Professional Seller remains prohibited from exploiting or commercially using Customer Data. The Professional Seller shall retain Customer Data only for as long as strictly necessary to fulfill legal obligations, including bookkeeping and tax regulations. Any further processing beyond this scope shall require explicit legal justification.
7. If the Professional Seller is located outside the European Economic Area (EEA) in a country that is not covered by an adequacy decision of the European Commission, the transfer of Customer Data shall be governed by the Standard Contractual Clauses (SCCs) Module 1 (Controller to Controller) as adopted by Commission Implementing Decision (EU) 2021/914 of 4 June 2021. By agreeing to these Conditions of Use, the Professional Seller acknowledges and accepts that the SCCs Module 1 shall apply to the transfer of Customer Data. The SCCs are incorporated by reference and made available via the following link:
<https://partnerplatform.bol.com/content/uploads/2025/06/SSC-Module-1-Controller-to-Controller-Bol-to-Professional-Seller-.pdf>
8. For the purposes of the SCCs:
 - Bol acts as the data exporter.
 - The Professional Seller acts as the data importer.
 - The competent supervisory authority is the Dutch Data Protection Authority (Autoriteit Persoonsgegevens). The governing law for dispute resolution is the Netherlands.
 - The personal data transferred concerns Customer Data for the performance of the Sale and Purchase Agreement, including aftersales obligations. No sensitive data is transferred. Transfers occur per individual order.

- The Professional Seller may only retain Customer Data for as long as strictly necessary to fulfill contractual and legal obligations.

The Professional Seller guarantees that any onward transfer of Customer Data to third parties shall also comply with the SCCs and require a data processing agreement where applicable.

9. bol does not guarantee the correctness of the (personal) data supplied by Customers and shall not be liable for any inaccuracies or errors in the Customer Data provided to the Professional Seller.

Article 12 – Ranking

1. On the Platform, Items are presented according to different ranking mechanisms, namely through i) the list page, ii) the search page, iii) the Buy Box (the product page), iv) the recommendations, v) the seller page, and vi) the promotions list page.
2. The ranking mechanisms referred to in paragraph 1 use different parameters, which will be explained below:
 - i) The list page is the page shown after use of the drop-down menu on the Platform. Which Items appear on a list page is determined by the category in which the Items have been placed. The list page is a reflection of the Items in the relevant category. The two most commonly used sorting options are 'Popularity' and 'Price (low-high)'. When sorting Items by 'Price (low-high)', the most important parameter is the price. For 'Popularity' sorting, the order of the Items on a list page is determined by an algorithm that calculates the popularity score. This algorithm uses customer interaction data, with the data from the past few days being more important. The following are the most important parameters:
 - a. The number of sales of an Item;
 - b. The number of clicks on an Item.

It is possible for the Professional Seller to get a higher position on the list page by advertising.

- ii) The search page is the page that is shown after using the search bar on the Platform. The Items that appear on a search page are determined by a combination of the popularity score (see under i above) and a so-called 'relevance score' so that the Customer is shown relevant and popular Items while searching. The relevance score is determined on the basis of the information known about the Items, amongst others the title and the specifications. In this way, an Item may 'match' to a greater or lesser extent, which generates a relevance score. Professional Sellers may get a higher position on the search page by advertising.
- iii) If multiple sellers offer the same Item on the Platform, bol shall endeavour to serve the Customer by recommending one seller. That seller who has the best offer for the Customer at that moment, based on the so-called 'Buy Box algorithm', therefore obtains the Buy Box. The key parameters for valuation of the offer of a Professional Seller are:
 - a. Availability to order of the Item (whether the Item is available for delivery);
 - b. Condition of the Item (e.g. new, second hand, returned, etcetera);
 - c. Price of the Item, incl. shipping and VAT;
 - d. Delivery conditions, consisting of:
 - Delivery time of the Item;
 - Period in which the Item will be delivered (e.g. next-day delivery if ordered before 23.00);
 - Extra delivery options, allowing the Customer to choose a different (later) delivery time..
 - e. Performance score, which is based on:
 - Items delivered on time;
 - Cancellations and track & trace.

Item availability and condition of the item are the most important parameters, as these are the top priorities for Customers. The relative importance of the other parameters may differ per product category. The delivery time is more important to Customers for Dutch books, for example. For large furniture, the price is the most important.

- iv) On various pages, bol displays recommendations that it expects to be relevant in relation to the Item that the Customer is viewing, such as 'Others also viewed'. The order of the recommended Items is determined by an algorithm that calculates the popularity score. This algorithm uses customer interaction data, with more recent data being more important than old(er) data. In addition, bol uses product information from the catalogue, as referred to in Article 9.1 of the Conditions of Use. The following are the key parameters for customer interaction data and product information:
 - a. Other clicks of Customers who viewed the Item;
 - b. The Items ultimately bought by the Customers;
 - c. How the Item compares (with regard, inter alia, to title, description, brand, category and price) with any Items to be recommended.
- v) In the event that an Item is offered by multiple sellers (Professional Sellers and/or bol acting as a retailer), Customers can access the product page via the link 'available from [X] partners' on the seller page that displays all the offers for the Item. The most commonly used sorting function is the 'lowest price' option, where price (excl. any shipping costs charged by bol) is the key parameter.
- vi) The promotions list page is the page where a manually curated selection of Items within a promotion is displayed. The same sorting functions are used on the promotions list page as on the list page; see the detailed description under i) above. Professional Sellers may get a higher position on the list page by advertising.

Article 13 – Guarantees and obligations

1. The Professional Seller declares and guarantees that he is authorised to accept and observe these Conditions of Use as well as the [Website for Professional Sellers](#) and to grant the rights that the Professional Seller grants in pursuance thereof.
2. The Professional Seller guarantees that:
 - Each Item he offers for sale the Professional Seller will have a responsible economic operator in the European Union (not being bol) as meant in the General Product Safety Regulation (art. 16, Regulation (EU) 2023/988), the Market Surveillance Regulation (art. 4, Regulation (EU) 2019/1020) and other Union legislation as well as for Items outside the scope of this legislation and provide the relevant data of the responsible economic operator as further described on the following page: <https://partnerplatform.bol.com/en/need-help/laws/adding-responsible-economic-operators-within-the-eu/>
 - only Items that are in stock in the European Union will be offered for sale;
 - All Items will be customs cleared and will be in stock and shipped from no more than two countries in the European Union to the Customer. The Professional Seller acknowledges that any direct shipments to Customers from a country not located in the European Union are not allowed.
 - he has a valid VAT Number from each country in the European Union where the Items are in stock and shipped from to the Customer;
 - the return address for the Items is located in the European Union.
 - It shall commit to any and all tax obligations as addressed on but not limited to: <https://partnerplatform.bol.com/en/need-help/finance/understanding-deemed-supplier-rule-eu-vat-purposes/> It shall be responsible for local levies and other local compliance and administrative obligations that may apply from time to time. For more information please see: <https://partnerplatform.bol.com/en/need-help/offer/assortment-policy/>;
 - ninety-eight per cent (98%) of the Items are at all times delivered within the delivery period specified by the Professional Seller, unless the Professional Seller agrees on a different delivery period with the Customer;
 - only Items in the product categories that are made available by bol shall be offered;

- the Items offered by the Professional Seller are owned by him and the offer is not misleading or otherwise in violation of legislation or regulations, the Professional Seller is authorised to offer these Items for sale on the Platform and the offered Items are the original Items and not imitation Items;
 - the Professional Seller complies, in respect of the Items offered via the Platform, with all Extended Producer Responsibility (EPR) obligations applicable to it in the Netherlands and Belgium, and that it shall, upon bol's first request, provide bol with complete, correct and accurate information and supporting documentation evidencing such compliance;
 - the offer on the Platform shall comply with the Dutch and Belgian legislation and regulations;
 - it will fully comply with the applicable rules of Union law when offering Items to Customers from a Member State of the European Union (e.g. Belgium or the Netherlands) and will not deny the Customer any rights arising from the mandatory consumer legislation of the country in which the Customer is habitually resident, even if this is a country other than the country in which the Professional Seller is established;
 - the Items function properly and do not have any defects;
 - the Items offered and the (product) information supplied by the Professional Seller do not infringe any rights (including but not limited to intellectual property rights);
 - the acts of the Professional Seller and/or the Items of the Professional Seller shall not prejudice the reputation and/or the image of bol or the Environment;
 - the Professional Seller acts in accordance with the General Terms and Conditions Buying from Other Sellers as well as any and all applicable legislation and regulations;
 - the (product) information provided does not incite, contribute, encourage or instruct to commit terrorist offenses or promote participation in the activities of a terrorist group;
 - all information provided by the Professional Seller (for example in the Sales Account) is correct and complete;
 - the Professional Seller shall at all times act in accordance with the guidelines and instructions of bol regarding the installation and the use of the Platform.
3. The Professional Seller shall indemnify bol against any and all damages of claims against bol as a result of non-compliance with the guarantees set forth in this article.
 4. The Professional Seller is not allowed to include advertising expressions in the delivery of the Items to the Customers or to otherwise provide the Customers with commercial expressions.
 5. If, as a result of the Professional Seller's failure to comply with the EPR obligations referred to in paragraph 2, bol becomes liable for or pays any amounts, contributions, levies or reasonable costs, such amounts and costs shall be borne in full by the Professional Seller. Bol is entitled to set off such amounts and costs in accordance with Article 7(3) of these Conditions of Use.

Article 14 – Intellectual property rights

1. Bol acquires the non-exclusive, non-transferable right to use the figurative and word mark of the Professional Seller as long as the Professional Seller offers Items on the Platform as also in communication and advertising expressions in any and all media for the benefit of (the offer of) the Platform.
2. The Professional Seller acknowledges that any and all (intellectual property) rights regarding the Environment, the design, the Content and any and all bol Brands and logos are and remain the property of bol and can by no means be used by the Professional Seller without prior written consent of bol. The Professional Seller shall always respect the intellectual property rights and any and all other rights of an exclusive nature of bol and third parties in full.
3. The Professional Seller shall in no instance whatsoever file and/or register a personal name, a brand or domain name containing the element "bol", "bol.com", "bol.com Plaza" and/or "bol Plaza" or a similar element or logo. Each and every use of the brands and/or logos of bol by the Professional Seller requires the prior written consent of bol.

Article 15 – Limitation, suspension and termination of Professional Seller Status

1. Bol may restrict, suspend or terminate a Sales Account. If bol proceeds to such an action, the decision will always be motivated. Bol may restrict, suspend or terminate a Sales Account if bol suspects that one or more applicable conditions are being violated, that there has been fraud or money laundering, if the Professional Seller defaults on bol invoices, there is distribution of illegal content (as referred to in Article 3(h) of Regulation (EU) 2022/2065) (including infringement of intellectual property rights of bol or third parties), if the Professional Seller or its director(s) or its ultimate beneficial owner(s) or its (ultimate) parent company is listed on a Sanctions List or is established in a High-Risk Country or is subject to a governmental measure that restricts or excludes participation in economic transactions, or has been subject to Negative Media Coverage in the past five years, the use of the Sales Account disrupts the proper functioning of the bol Environment or, in bol's opinion, may be harmful to the good name of bol or third parties. Furthermore, bol may restrict, suspend, or terminate the Sales Account if the information provided by the Professional Seller upon opening the Sales Account or during periodic checks performed by bol is incorrect, incomplete, not in accordance with the truth. In such cases, bol may lock the Sales Account immediately and without prior warning. This applies, for example, when a Professional Seller has falsely declared that neither they, nor their partners (in Dutch: *vennoten*), (indirect) directors, (indirect) shareholders, members of the supervisory board, persons who can exert influence on how their business conducts its activities, nor the (pseudo) ultimate beneficial owner(s) of their business, have been involved in any other Sales Account that has been closed in the past 5 years (calculated from the moment of applying for the Sales Account) due to a violation of the Conditions of Use. Bol may also terminate a Sales Account when the Professional Seller is declared bankrupt, when the Professional Seller has applied for bankruptcy, when the Professional Seller has been granted a suspension of payment or when the Professional Seller has applied for a suspension of payment.
2. In the event that bol restricts, suspends or terminates a Sales Account, the Professional Seller has the opportunity to clarify his view of the facts and circumstances by using bol's complaints handling system pursuant to Article 19.
3. In the event that bol terminates a Sales Account, bol will observe a notice period of thirty (30) days, except in situations as described in paragraph 1 and 5 of this article.
4. A suspension of a Sales Account, in accordance with paragraph 1 of this article, for example in the event of a reasonable suspicion of distribution of illegal content (as referred to in Article 3(h) of Regulation (EU) 2022/2065), is intended to assess whether policy points deduction based on paragraph 5 of this article or termination of the Sales Account based on paragraph 1 or paragraph 5 of this article, is justified. The duration of the suspension depends on the relevant facts and circumstances.
5. Bol has the right to terminate the Sales Account with immediate effect in the event that i) a legal or regulatory obligation provides otherwise, ii) bol exercises a right of termination for urgent reasons pursuant to national legal provisions, iii) the Professional Seller repeatedly fails to adhere to the service standards or the Conditions of Use. The violation of the Conditions of Use may lead to policy violations and deduction of points, with a points total of zero meaning closure of the Sales Account and (iv) in the event that the agreement with the party that introduced the Professional Seller to bol, as the case may be, is terminated.
6. The policy violations are divided into a number of main categories, which are described on the Website for Professional Sellers. Relevant facts and circumstances are taken into account for the various policy violations and the associated amount of point deductions. Examples of this are the severity of the violation and the impact of the policy violation on Customers, other Professional Sellers, bol or third parties. The Website for Professional Sellers provides examples of concrete facts and circumstances that are taken into account per main category of policy violations.
7. Bol shall also at all times be authorised to no longer make the functionalities available for the Professional Seller Status.
8. Bol also reserves the right to at any time discontinue the Buy Now, Pay Later with bol credit functionality for Professional Seller Status.
9. The Professional Seller may close the Sales Account at any time by sending an e-mail to bol's Partner Service department (e-mail address: zakelijkverkopen@bol.com) thirty (30) days prior to the desired termination date.
10. If bol suspects that a Professional Seller is in breach of one or more applicable terms, bol has the right to conduct further investigation. The Professional Seller is required to cooperate with any reasonable request from bol intended to exclude a breach of the applicable terms. If the

Professional Seller fails to cooperate with such a reasonable request from bol, bol may limit, suspend, or terminate the Professional Seller's Sales Account in accordance with this article.

Article 16 – Consequences of termination Professional Seller Status

1. If the Professional Seller Status has, for any reason whatsoever, been terminated, then:
 - a. the Sales Account will be blocked;
 - b. the Professional Seller will no longer be authorised to use the Content, the Items and the bol brands (to the extent that said right already existed).
2. The Professional Seller cannot claim any compensation from bol in connection with the termination of the Professional Seller Status by bol, and the Professional Seller hereby waives any and all right to any compensation (for damages) whatsoever.
3. Any information or data that bol receives from the Professional Seller shall remain in the possession of bol at all times, regardless of the Sales Account being active or being inactive/having been terminated.
4. If the Professional Seller has entered into one or more Sale and Purchase Agreements with one or more Customers in accordance with Article 5.1 at the time of their Professional Seller status, the Professional Seller will remain responsible for executing that Sale and Purchase Agreement in accordance with Article 5.3 after termination of said Professional Seller Status. This includes in any case the delivery of ordered Items and the so-called 'aftersales' in accordance with Article 5.6, including but not limited to customer service, warranty and handling of returns.

Article 17 – Differentiated treatment

1. Bol seeks to make available or useable as many functionalities of the Platform as possible for bol acting as a retailer, and for all Professional Sellers.
2. At the moment, there is differentiated treatment for bol acting as a retailer on the one hand, and the Professional Seller on the other hand, in the following areas:
 - **Product offering:** Professional Sellers cannot offer digital Items (eBooks, audio books) or subscriptions. The reason is that bol only offers digital Items via an ecosystem that is not accessible to third parties and to prevent breaches of intellectual property rights. Professional Sellers cannot offer returned Items that cannot be sold as new due to quality problems.
 - **Ranking, highlighting and promoting of product range:** This means amongst other things: making and curating product lists, making recommendations for upselling and cross selling, adjusting shelf lay-outs or refinements. At this moment, the tooling for this for Professional Sellers is not available, because the development of these options on the Platform demands more than the available IT capacity allows. The Professional Seller is not allowed to i) send leaflets or samples with an order or ii) exploit or use Customer data commercially, in order to prevent Professional Sellers only "free riding" on the reach of the Platform and directing potential Customers to the own website.
 - **Prices, offers and discounts:** Professional Sellers and bol acting as a retailer, determine in all cases their own Sales Price on the Platform and have the option to give discounts and make offers. There are technical restrictions for Professional Sellers for specific discount promotions. The following discount promotions are only available for bol acting as a retailer and not for Professional Sellers:
 - The most affordable Item for free (e.g. buy 2, get 1 free);
 - A certain number of Items for a set price (e.g. 3 DVDs for €20.00);
 - Checkout discounts and vouchers that are applied in the shopping cart;
 - Promotions with a free Item (e.g. free detergent with the purchase of a washing machine); and
 - Textbook discounts for students.

The reason why these discount promotions are only available to bol acting as a retailer, lies in bol's transformation from a web shop into a Platform. Once bol also became a Platform, an option had to be developed for Professional Sellers to offer discount promotions. Making available all discount promotions for Professional Sellers requires more the current IT capacity permits.

- **Content submission:** Professional Sellers and bol acting acting as a retailer, use different systems to submit their Content. Professional Sellers can submit Content via a web portal or an API. Bol acting as a retailer, uses suppliers who submit its Content via a web portal or an FTP. Bol uses this approach because, in the past, it was exclusively a web shop. At that time, suppliers were already submitting their Content via an FTP. Once bol became a Platform, it chose the Content submission method for its Professional Sellers that was the latest market standard for the time. And this proved to be an API, rather than an FTP. This does not impact the Customer experience.
- **Minimum Sales Price:** Professional Sellers may not offer Items for sale for an amount lower than €1.00 (one euro). This is available, however, to bol acting as a retailer. The reason Professional Sellers must offer a minimum Sales Price is to protect them from inaccurate price entries. No minimum Sales Price has been set for bol acting as a retailer, in connection with the supply of some Items that are priced below €1.00 (one euro).
- **Customer reviews:** Both Professional Sellers and bol acting as a retailer, are rated by Customers. Professional Sellers are rated after Customers have placed an order and bol acting as a retailer, is rated through a general satisfaction survey. The ratings for Professional Sellers are displayed on the Platform. The ratings for bol acting as a retailer, are not. The reason that the ratings for the Professional Sellers are shown directly on the Platform is that, due to the transformation from web shop to Platform and the growth in Professional Sellers, the quality of the products and services on offer declined. The deterioration in quality was linked to the products and services on offer by Professional Sellers and not the products and/or services on offer by bol acting as a retailer. Therefore, the decision was made to display the customer reviews for Professional Sellers on the Platform to maintain transparency for the Customers and to safeguard and enhance the quality of the products and services offered by the Professional Sellers on the Platform.
- **Billie:** Billie is bol's chatbot that assists customers as much as possible through self-service. For several topics (warranty, repair and the VAT invoice), Billie can only help the Customers of bol acting as a retailer and not the Customers of Professional Sellers. The reason for this is that Professional Sellers often have access to essential information that bol does not. Furthermore, in the case of warranty and repair, the policy may also differ per Professional Seller.
- **24/7 Live Chat:** Live chat is the channel Customers can use to communicate with the Customer Service department at bol. Professional Sellers cannot provide the use of the live chat function on the Platform. This has two reasons. Firstly, most Professional Sellers are not available 24 hours a day and therefore cannot yet offer this option. Secondly, developing a working alternative for Professional Sellers on the Platform requires more than the current IT capacity permits.
- **Strike and policy points system:** Bol uses a strike and policy points system for Professional Sellers and not for bol acting as a retailer. Following bol's transformation from web shop to Platform and the inclusion of Professional Sellers, a strike and policy points system was introduced for Professional Sellers to maintain and improve the quality standards and service levels for Customers on the Platform. The same quality requirements and service standards apply to bol acting as a retailer. Due to the essential role of bol acting as a retailer, to the competitiveness of the company (as a Platform), bol acting as a retailer, is not subject to a strike and policy points system.
- **Delivery from own stock, delivery time and pre-orders:** Professional Sellers may only offer Items for sale that are in stock at the Professional Seller or at a location agreed between bol and the Professional Seller. There is a maximum delivery time of eight (8) days to prevent Professional Sellers from delivering Items that do not come from their own stock. Bol acting as a retailer can establish a delivery time that

exceeds eight (8) days. For a limited number of product categories (e.g. music, films and books), bol acting as a retailer, can purchase an Item after it has been ordered by a Customer. Bol acting as a retailer, works with a limited number of suppliers so as to ensure both the quality and timely delivery of Items for Customers. Professional Sellers are not allowed to use this delivery approach because the quality and timely delivery of the Item to the Customer is difficult to guarantee. Professional Sellers are also not allowed to offer Customers an Item that has not yet been released on the market. The reason for this is that, in the past, certain Professional Sellers would offer Items for sale prior to their release date in order to win the Buy Box. This resulted in dissatisfied Customers because the Items were not delivered at the agreed time.

- **Data:** Article 10 outlines which data Professional Sellers and bol as a Platform can access. In addition to the data that all Professional Sellers can access, bol acting as a retailer, also has access to survey data (e.g. non-identifiable information from voluntary surveys completed by Professional Sellers) and aggregated customer interaction data (e.g. click and browse data and conversion. Professional Sellers can see various benchmarks and search trends in the API), and aggregated order data (aggregated sales and turnover information per product group). Bol acting as a retailer, can never access data that can be traced back to individual Professional Sellers. The method by which bol acting as a retailer, and Professional Sellers access the data can vary. Professional Sellers can access data through their Sales Account and via the API. Bol acting as a retailer, can access data via the same API as the Professional Sellers, as well as an internal data platforms and internal systems. Both bol acting as a retailer, and Professional Sellers can customise the data they have access to according to their needs, for example by using dashboards. The reason for the differences in data access lies in bol's transformation from a web shop into a Platform and the inclusion of Professional Sellers. Once bol also became a Platform, data access for Professional Sellers had to be arranged, and data access for bol acting as a retailer, had to be restricted. The implementation of this, however, requires costly IT capacity, which has been allocated to other innovations, including those benefiting Professional Sellers, based on priority considerations.
- **Pilots:** the possibility exists that bol solely makes a pilot (temporary) available for bol as a seller and not for Professional Sellers. The reason for this is that bol may wish to test the technical feasibility and limitations before making the pilot available to the entire platform.
- **White goods installation service:** the service under which white goods are placed and connected at the Customer's home is reserved to bol as a seller. The reason for this is practical: bol does not have access to the schedules of Professional Sellers and is therefore unable to arrange appointments for installation and connection with Customers.

Article 18 – Liability

1. The Professional Seller is fully responsible and liable for the use of the Sales Account.
2. The Professional Seller indemnifies bol in full against any and all damages and/or costs of any nature whatsoever that derive from the non-compliance with one or more obligations on account of these Conditions of Use.
3. The Professional Seller commits to, during his activities pursuant to this agreement, fully comply with the applicable privacy legislation and regulations, e.g. the General Data Protection Regulation, and indemnifies bol against any and all damages and/or costs of any nature whatsoever in connection therewith.
4. Unless there is question of intent and/or gross negligence of bol, bol shall by no means be liable for damages and/or costs of any nature whatsoever of the Professional Seller in connection with the use of the Platform, the Sales Account, the Content and/or the Items, including – but not limited to – damages and costs as a result of improper operation of the Platform, technical failures, incorrect Content information, etc.
5. If the exclusion of liability as intended in article 18 paragraph 4 of the Conditions of Use was or is fully or partly declared invalid, or cancelled, by a relevantly competent court then the parties hereby already agree, as the occasion arises, that bol shall in that case only be liable for demonstrably incurred direct damages / costs (with the exclusion of consequential /

indirect damages / costs) and that this liability for the said direct damages / costs shall in total never exceed more than € 500.00 (in words: five hundred Euros) per annum.

Article 19 – Internal complaints handling

1. If the Professional Seller is not satisfied with the manner in which bol carries out its services, the Professional Seller may submit a complaint to bol free of charge within six months of the decision or event to which the complaint relates by sending an email to email address partnerklachten@bol.com.
2. Within a reasonable period after receipt of the complaint as referred to in paragraph 1, an appointed bol employee shall contact the Professional Seller by telephone or in writing to discuss the complaint and to (try to) effect a solution. Bol strives to do this within thirty working days.
3. The Professional Seller is entitled to change or withdraw his complaint at any time. If the Professional Seller changes his complaint, bol will contact the Professional Seller within a reasonable period as referred to in paragraph 2 after receipt of that change.
4. Bol will inform the Professional Seller of its decision in response to the complaint in writing. The decision contains a motivation for the decision and indicate the Professional Seller his further available possibilities for redress.
5. In the event that the Professional Seller and the bol employee have not been able to resolve the complaint, the Professional Seller may submit the complaint to the complaints committee of bol (hereafter referred to as: “the Complaints Committee”) free of charge. The Professional Seller is given this option after he and the bol employee were unable to resolve the complaint. The Professional Seller can inform the bol employee that he wishes to submit his complaint to the Complaints Committee.
6. The Complaints Committee shall give a written decision within a reasonable period of receipt of the complaint. Bol strives to do this within thirty working days, unless further investigation is required. If this investigation results in the period being extended, the Complaints Committee shall inform the Professional Seller accordingly.
7. If the Professional Seller does not agree with the decision of the Complaints Commission, he can resort to one of the external and independent mediators (as provided in article 20 of the Conditions of Use).
8. Bol shall publish on the partner platform each year, no later than 1 March, a statement of i) the total number of submitted complaints, ii) the main type of complaints and iii) the average time required for the processing of complaints in the past year.
9. If the Professional Seller has questions about the complaints handling process, the Professional Seller can contact partnerklachten@bol.com.

Article 20 – Mediation

1. Any Professional Seller may submit a dispute to one of the external and independent mediators referred to in paragraph 2, provided that the Professional Seller has completed the procedure in article 19 of these Conditions of Use.
2. Bol shall appoint the following two mediators, who can be contacted through the website: www.e-pom.eu:
 - a. Bart Neervoort (NL);
 - b. Willem Meuwissen (BE)
 - c. Or another mediator to be proposed by them or e-pom.
3. The procedure and costs of mediation are set out on the website: www.e-pom.eu. Visit this site for a comprehensive explanation on mediation. In principle, the costs will be equally shared by bol and the Professional Seller. At the request of the Professional Seller, he shall be provided with information on the functioning and effectiveness of the mediation related to the activities of the Professional Seller.

Article 21 – Miscellaneous

1. The Professional Seller declares to never represent himself as an agent or representative of bol and shall in particular never make any promises or enter into any obligations for or on

behalf of bol. The Professional Seller indemnifies bol in full against any and all damages and/or costs of any nature whatsoever that derive from non-compliance with this article.

2. The Professional Seller is not entitled to transfer (a part of) his Professional Seller Status to a third party, unless bol gave its prior written consent to the same.
3. Bol is authorised at all times to amend these Conditions of Use. Bol shall notify Professional Sellers fifteen (15) days, or so much longer as bol deems reasonable for the Professional Seller to implement technical and commercial adjustments, prior to the effective date of the amended Conditions of Use. As an exception to this, bol may amend the Conditions of Use retroactively if they are required to respect a legal or regulatory obligation or when the retroactive changes are beneficial for Professional Sellers. During the period of fifteen (15) days or longer, the Professional Seller may terminate his Sales Account as a result of the (proposed) amendments, by sending an e-mail to zakelijkverkopen@bol.com. The amendments shall not take effect before the expiry of the aforementioned period. The amended Conditions of Use will be published on the Environment. If a Professional Seller continues to use his Sales Account after notification of the amended Conditions of Use, the Professional Seller shall be deemed to accept the applicability of the amended Conditions of Use, which shall cancel his option of termination. Hence, it is advisable to consult the Conditions of Use before making use of the Sales Account.
4. The notice period of at least 15 days (see paragraph 3) does not apply if bol changes the Conditions of Use i) on the basis of a legal obligation or ii) in order to prevent an unforeseen threat in connection with protection against fraud, malware, spam, privacy breaches and abuse of personal data, or in the event of risks relating to cyber security. In that case, the amended Conditions of Use shall take effect immediately after notification and posting.
5. Should a provision of these Conditions of Use be in contradiction of applicable law then the said provision shall be changed such that it shall be in accordance with applicable law, as much as possible in consideration of the scope of the relevant provision.
6. The Professional Seller agrees that bol may from time to time inform the Professional Seller by email via the email address known at bol of the use and the possibilities of the Platform and/or the Sales Account, including but not limited to the operation and (potentially new) possibilities (of application) of the Platform and/or the Sales Account (so-called service emails).
7. Bol may, on its own initiative, conduct voluntary investigations or take other measures aimed at detecting and identifying illegal content (as referred to in Article 3(h) of Regulation (EU) 2022/2065) or terrorist content (as referred to in Article 2(7) Regulation (EU) 2021/784) or violation of these Conditions of Use. Based on such an investigation, bol can modify, remove, make inaccessible or place a warning on illegal or terrorist content. Bol may also, in response to a notification by a third party, modify, remove or make certain content inaccessible or place a warning. In the situations mentioned above, bol uses both automated systems and human moderators.

Article 22 – Applicable law and competent court

The Professional Seller Terms and Conditions and the Professional Seller Status are exclusively governed by Dutch law and disputes shall be brought to the cognisance of the competent court in Utrecht. Customers and/or Users may also rely on mandatory consumer law of the country in which they reside in their relationship with Professional Sellers (if applicable).

For convenience we have included after the Dutch version a translated version of Schedule 1 in English. However, the Dutch version should, in accordance with Article 5.1, be used by the Professional Seller towards the Customers.

Schedule 1: General Sales Terms and Conditions Professional Sales via bol

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Article 1 – Definitions

For the purpose of these terms and conditions the following is understood as:

1. **Additional agreement:** an agreement in pursuance of which the Buyer acquires products, digital content and/or services in connection with a distance agreement and these goods, digital content and/or services are delivered by the Entrepreneur or by a third party on the basis of an arrangement between the said third party and the Entrepreneur;
2. **Reflection period:** the period within which the Buyer can rely on his right of withdrawal;
3. **bol:** the private company with limited liability bol.com b.v., having its registered office in Utrecht, the provider of the Platform;
4. **Day:** calendar day;
5. **Digital content:** data that are produced and delivered in digital form;
6. **Continuing performance agreement:** a distance Agreement that entails the regular delivery of goods, services and/or digital content during a certain period;
7. **Sustainable data carrier:** each and every tool – also including email – that enables the Buyer or the Entrepreneur to store information that is addressed to him personally in a way that makes future consultation or use possible during a period that is in line with the objective for which the information is meant and that makes unchanged reproduction of the stored information possible;
8. **Right of withdrawal:** the possibility of the Buyer to withdraw the distance agreement within the reflection period;
9. **Buyer:** the natural or legal person who concludes a distance Agreement with the Entrepreneur;
10. **Entrepreneur:** the natural person or legal entity who offers products, (access to) digital content and/or services to Buyers remotely via the Platform;
11. **Distance Agreement:** an agreement that is concluded between the Entrepreneur and the Buyer within the framework of an organised system for distance selling of products, digital content and/or services in the course of which up to and including the conclusion of the agreement only or also one or more techniques for distance communication are used;
12. **Model form for withdrawal:** the European model form for withdrawal included in Schedule I to these terms and conditions;
13. **Platform:** the platform of bol on which the Entrepreneur offers his products to Buyers;
14. **Technique for distance communication:** means that can be used for the conclusion of an agreement, without the Buyer and the Entrepreneur having to simultaneously be present in the same room.

Article 2 – Identity of the Entrepreneur

[Name entrepreneur] (registered name, potentially supplemented with trade name);

[Place of establishment]

[Visiting address, if this differs from the place of establishment];

Telephone number: **[and time(s) when the entrepreneur is available by telephone]**

Email address: **[or another electronic means of communication offered to the Buyer with the same functionality as email]**

CoC number:

VAT identification number:

If the activity of the Entrepreneur is subject to a relevant licensing regime: the details of the regulatory authority.

If the Entrepreneur practises a regulated profession:

- the professional association or organisation with which the Entrepreneur is affiliated;
- the professional title, the place in the EU or the European Economic Area where it was conferred;
- a reference to the professional rules that are applicable in the Netherlands and instructions where and how these professional rules are accessible.

Article 3 - Applicability

1. These general terms and conditions are applicable to each and every offer of the Entrepreneur on the Platform and to each and every distance Agreement concluded via the Platform by and between the Entrepreneur and the Buyer.
2. The text of these general terms and conditions shall be made available to the Buyer electronically in a manner that it can easily be stored on a sustainable data carrier. Should this within reason not be possible, then shall be indicated, prior to the conclusion of the agreement, where note can be taken of the general terms and conditions electronically and that, at the request of the Buyer, a copy shall be sent free of charge either electronically or otherwise.
3. Should apart from these general terms and conditions specific product or service terms and conditions also apply then paragraph 2 equally applies and the Buyer can, in case of conflicting conditions, always rely on the applicable provision that is most favourable to him.

Article 4 – The offer

1. If an offer has a limited period of validity or is made on conditions then this is expressly indicated in the offer.
2. The offer contains a complete and accurate description of the offered products, digital content and/or services. The description is sufficiently detailed in order to enable a proper assessment of the offer by the Buyer. If the Entrepreneur uses images then they form a truthful representation of the offered products, services and/or digital content. Apparent mistakes or apparent errors in the offer are not binding for the Entrepreneur.
3. Each and every offer contains such information that it is clear to the Buyer what the rights and obligations are that are associated with acceptance of the offer.

Article 5 – The agreement

1. The agreement is, subject to the provisions set forth in paragraph 5, concluded at the moment of acceptance by the Buyer of the offer and compliance with the relevantly imposed conditions.
2. If the Buyer accepts the offer electronically then the receipt of the acceptance of the offer shall be confirmed electronically. As long as the receipt of the said acceptance has not been confirmed the Buyer can dissolve the agreement.
3. If the agreement is concluded electronically then the Entrepreneur shall take appropriate technical and organisational measures to secure the electronic transfer of data and provide for a secure web environment. If the Buyer can pay electronically then the Entrepreneur shall observe appropriate security measures.
4. The Buyer must pay the purchase price to bol via one of the payment methods indicated by bol. Only if payment is made to bol shall the Buyer be released from his payment obligation.
5. On behalf of the Entrepreneur bol shall – within the confines of the law – make inquiries as to whether the Buyer is able to fulfil his payment obligations and as to all the facts and factors that are important for responsibly concluding the distance agreement. If on the basis of this inquiry the Entrepreneur has good reasons for not entering into the agreement then he shall, in a substantiated manner, be authorised to reject an order or request or to impose special conditions on the execution.

6. At the latest upon delivery of the product or digital content the Entrepreneur shall make the following information available to the Buyer, in writing or in such manner that the Buyer can store it on a sustainable data carrier:
 - a. the terms and conditions under which and the manner in which that the Buyer can exercise the right of withdrawal or a clear indication regarding the exclusion of the right of withdrawal;
 - b. the information about warranties and existing aftersales service;
 - c. the price including any and all taxes of the product or digital content; where applicable the delivery costs; and the method of payment, delivery or execution of the distance agreement;
 - d. the requirements for termination of the agreement if the agreement has a term of more than one year or for an indefinite period of time;
 - e. if the Buyer is entitled to a right of withdrawal, the model form for withdrawal.

Article 6 – Right of withdrawal

In case of products:

1. The Buyer can dissolve an agreement with regard to the purchase of a product during a reflection period of 30 days without stating reasons. The Entrepreneur may ask the Buyer for the reason of this dissolution, but the Buyer is under no obligation to state his reason(s).
2. The reflection period as intended in paragraph 1 commences on the day after the Buyer, or a third party designated by the Buyer, who is not the carrier, has received the product; or
 - a. if the Buyer ordered several products from the Entrepreneur in one and the same order: the day on which the Buyer, or a third party designated by the Buyer, has received the last product from the Entrepreneur. The Buyer can reject an order of multiple products with different delivery dates on behalf of the Entrepreneur provided that the Buyer is clearly informed of this prior to the ordering process;
 - b. if the delivery of a product consists of several shipments or components originating from the Entrepreneur: the day on which the Buyer, or a third party designated by the same, has received the last delivery or part from the Entrepreneur;
 - c. in case of agreements for regular delivery of products during a certain period: the day on which the Buyer, or a third party designated by the same, has received the first product from the Entrepreneur.

In case of services and digital content that is not delivered on a sustainable carrier:

3. The Buyer can dissolve an agreement for the provision of services and an agreement for the delivery of digital content that is not delivered on a material carrier during a period of 30 days without stating reasons. The Entrepreneur may ask the Buyer for the reason of this dissolution but the Buyer is under no obligation to state his reason(s).
4. The reflection period as intended in paragraph 3 commences on the day that follows the conclusion of the agreement.

Extended reflection period for products, services and digital content that is not delivered on a material carrier if not informed of the right of withdrawal:

5. If the Entrepreneur did not provide the Buyer with the statutorily compulsory information about the right of withdrawal or the model form for withdrawal then the reflection period expires twelve months after the end of the original reflection period established in accordance with the previous paragraphs of this article.
6. If the Entrepreneur provided the information as intended in the previous paragraph to the Buyer within twelve months after the start date of the original reflection period then the reflection period expires 30 days after the day when the Buyer has received the said information.

Article 7 – Obligations of the Buyer during the reflection period

1. During the reflection period the Buyer shall handle the product and the packaging with care. He shall only unpack or use the product as far as necessary in order to determine the nature,

the characteristics and the functioning of the product. The guiding principle in this respect is that the Buyer can only use and inspect the product as he would be permitted in a shop.

2. The Buyer is only liable for a decrease in value of the product that is the result of a way of handling the product that goes beyond the handling permitted pursuant to paragraph 1.
3. The Buyer shall not be liable for a decrease in value of the product if the Entrepreneur did not provide him with all statutorily compulsory information regarding the right of withdrawal before or during the conclusion of the agreement.

Article 8 – Exercising the right of withdrawal by the Buyer and the relevant costs

1. If the Buyer exercises his right of withdrawal then he notifies the Entrepreneur accordingly within the reflection period by means of the model form for withdrawal or in another unambiguous manner. The Buyer can request a return label in his account for the duration of the reflection period. The model form for withdrawal is attached as Schedule I.
2. As soon as possible, however within 14 days after the request of the return label as intended in paragraph 1, the Buyer returns the product or hands this to (an authorised representative of) the Entrepreneur. This is not required if the Entrepreneur offered to pick up the product. The Buyer shall in any case have observed the return period if he returns the product before the reflection period has expired.
3. The Buyer returns the product with all delivered accessories and if reasonably possible in the original state and packaging and in accordance with the reasonable and clear instructions provided by the Entrepreneur.
4. The risk and the burden of proof with regard to the correct and timely reliance on the right of withdrawal are vested in the Buyer.
5. The Buyer bears the direct costs of the return of the product. If the Entrepreneur did not indicate that the Buyer needs to bear the said costs or if the Entrepreneur indicates to bear the said costs himself then the Buyer shall not need to bear the costs for the return.
6. If the consumer withdraws after first expressly having requested that the performance of the service or the delivery of gas, water or electricity that had not been made available for sale starts in a limited volume or certain quantity during the reflection period then the consumer is liable to pay the Entrepreneur an amount that corresponds with that part of the commitment that was complied with by the Entrepreneur at the moment of withdrawal, compared to the complete compliance with the commitment.
7. The consumer does not bear any costs for the performance of services or the supply of water, gas or electricity that had not been made available for sale in a limited volume or quantity or for supply of district heating if:
 - a. the Entrepreneur did not provide the consumer with the statutorily compulsory information about the right of withdrawal, the reimbursement of costs in case of withdrawal or the model form for withdrawal; or
 - b. the consumer did not expressly request the start of the performance of the service or supply of gas, water, electricity or district heating during the reflection period.
8. The Buyer does not bear any costs for the full or partial delivery of digital content not delivered on a material carrier if:
 - a. prior to the delivery he did not expressly consent to the start of the execution of the agreement before the end of the reflection period;
 - b. he did not acknowledge forfeiture of his right of withdrawal if granting his consent; or
 - c. the Entrepreneur failed to confirm this declaration to the Buyer.
9. If the Buyer relies on his right of withdrawal then any and all additional agreements are dissolved by operation of law.

Article 9 – Obligations of the Entrepreneur in case of withdrawal

1. If the Entrepreneur makes electronic notification of withdrawal by the Buyer possible then a confirmation of receipt is sent immediately after receipt of the said notification.
2. The Entrepreneur immediately, however within 14 days following the day when the Buyer notifies the Entrepreneur of the withdrawal, reimburses the Buyer for any and all payments, including potential delivery costs charged for the returned product. Bol will configure the Platform in such a way that Buyers receive these payments via bol and not from the Entrepreneur. Bol will process the payments to the Buyer exclusively on behalf of and for the

account of the Entrepreneur. The financial obligation to provide the payments rests entirely with the Entrepreneur. By doing so, the Entrepreneur grants bol the irrevocable right to make these payments to Buyers in the name of the Entrepreneur. If and insofar as the Entrepreneur does not, or does not timely, pay this amount to bol, bol is not obliged to (partially or fully) carry out the refund to the Buyer. Unless the Entrepreneur offers to pick up the product, bol can wait with the repayment until the Entrepreneur has received the product or until the Buyer demonstrates that he returned the product, whichever moment may be earlier.

3. For the repayment bol uses the same payment method that the Buyer used, unless the Buyer agrees with a different method. The repayment is at no cost for the Buyer.
4. If the Buyer opted for a more expensive delivery method than the cheapest standard delivery then bol shall not need to repay the additional costs of the more expensive method.

Article 10 – Exclusion of the right of withdrawal

The Entrepreneur can exclude the following products and services from the right of withdrawal, however only if the Entrepreneur clearly indicates this with the offer, at least in a timely fashion prior to the conclusion of the agreement:

1. products or services of which the price is linked to fluctuations on the financial market that are beyond the control of the Entrepreneur and that may occur within the reflection period;
2. agreements that were concluded during a public auction. A public auction is understood as a sales method where products, digital content and/or services are offered by the Entrepreneur to the Buyer who personally needs to be present or is offered the possibility of personally being present at the auction under the supervision of an auctioneer and where the successful bidder is held to purchase the products, digital content and/or services;
3. agreements for the provision of services, after complete performance of the service, however only if:
 - a. the performance started with express prior consent of the Buyer; and
 - b. the Buyer declared that he forfeits his right of withdrawal as soon as the Entrepreneur fully executed the agreement;
4. agreements for the provision of services regarding the availability of accommodation if the agreement foresees a certain date or period of completion and other than for residential purposes, goods transport, car hire services and catering;
5. agreements with regard to leisure activities if the agreement foresees a certain date or period of completion;
6. products manufactured according to specifications of the Buyer that were not prefabricated and that are manufactured on the basis of an individual choice or decision of the Buyer or that are clearly meant for a specific person;
7. products that perish quickly or that have a limited shelf life;
8. sealed products that for reasons of health protection or hygiene are not suitable to be returned and of which the seal has been broken after delivery;
9. products that after delivery were, due to their nature, irrevocably mixed with other products;
10. alcoholic beverages of which the price was agreed at the time of conclusion of the agreement but of which the delivery can only take place after 30 days and of which the actual value depends on fluctuations of the market that are beyond the control of the Entrepreneur;
11. sealed audio, video recordings and computer software of which the seal has been broken after delivery;
12. newspapers, journals or magazines, barring relevant subscriptions;
13. the delivery of digital content other than on a material carrier, however only if:
 - a. the performance started with the express prior consent of the Buyer; and
 - b. the Buyer declared that he thus forfeits his right of withdrawal.

Article 11 – The price

1. During the period of validity specified in the offer the prices of the offered products and/or services are not increased barring price changes due to changes in VAT rates.
2. In derogation from the previous paragraph the Entrepreneur may offer products or services of which the prices are subject to fluctuations on the financial market at variable prices. This link

to fluctuations and the fact that potentially indicated prices are target prices must be indicated with the offer.

3. Price increases within 3 months after the conclusion of the agreement are only permitted if they are the result of statutory regulations or provisions.
4. Price increases from 3 months after the conclusion of the agreement are only permitted if the Entrepreneur stipulated this and:
 - a. they are the result of statutory regulations or provisions; or
 - b. the Buyer is authorised to terminate the agreement effective from the day that the price increase takes effect.
5. The prices specified in the offer of products or services are inclusive of VAT.

Article 12 – Compliance with agreement and additional warranty

1. The Entrepreneur guarantees that the products and/or services comply with the agreement, the specifications mentioned in the offer, the reasonable requirements of soundness and/or usability and the statutory provisions and/or official rules applicable on the date of conclusion of the agreement.
2. When a Buyer makes a warranty claim for defective, faulty or non-conforming products purchased from the Entrepreneur, the Entrepreneur must comply with the warranty provisions that the Buyer can invoke under the mandatory law of the Member State in which the Buyer is established.
3. An additional warranty provided by the Entrepreneur, his supplier, manufacturer or importer, shall never limit the statutory rights and claims that the Buyer can enforce vis-à-vis the Entrepreneur pursuant to the agreement if the Entrepreneur failed to comply with his part of the agreement.
4. For this purpose additional warranty is understood as each and every commitment of the Entrepreneur, his supplier, importer or producer, in which rights or claims are allocated to the Buyer that exceed the statutory obligations of the Entrepreneur if the Entrepreneur fails to comply with his part of the agreement.

Article 13 – Delivery and execution

1. The Entrepreneur shall observe the utmost diligence when receiving and implementing orders for products and when assessing requests for the supply of services.
2. The address that the Buyer communicated to the Entrepreneur via the Platform is qualified as the place of delivery.
3. In consideration of the provisions set forth above in article 4 of these general terms and conditions, the Entrepreneur shall implement accepted orders expeditiously, however at the latest within 30 days, unless a different delivery period is agreed on. If the delivery is delayed, or if an order cannot or only partly be implemented, then the Buyer receives notification of the same within at the latest 30 days after he has placed the order. The Buyer shall in that case be entitled to dissolve the agreement at no cost and be entitled to potential compensation.
4. After dissolution in conformity with the previous paragraph the Entrepreneur shall see to it that the amount paid by the Buyer is without delay repaid by bol.
5. The risk of damage to and/or loss of a product is vested in the Entrepreneur up to the moment of delivery to the Buyer or a representative designated in advance and known to the Entrepreneur, unless expressly stipulated otherwise.

Article 14 – Continuing performance transactions: term, termination and renewal

Termination:

1. The Buyer may at all times terminate an agreement that was concluded for an indefinite period of time and that extends to the regular delivery of products (including electricity) or services, in consideration of the relevantly stipulated rules regarding notice and a notice period of one month at most.
2. The Buyer may at all times terminate an agreement that was concluded for a definite period of time and that extends to the regular delivery of products (including electricity) or services, at the end of the fixed term in consideration of the relevantly stipulated rules regarding notice and a notice period of one month at most.

3. With regard to the agreements as intended in the previous paragraphs the Buyer:
 - may at all times terminate these and not be limited to termination at a certain time or in a certain period;
 - can at least terminate these in the same manner as they were concluded by him;
 - can always give notice of termination on the basis of the same notice period that the Entrepreneur stipulated for himself.

Renewal:

4. An agreement concluded for a fixed term that extends to the regular delivery of products (including electricity) or services cannot tacitly be extended or renewed for a definite period of time.
5. In derogation from the previous paragraph an agreement concluded for a definite period of time that extends to the regular delivery of daily newspapers, journals and weekly newspapers and magazines can tacitly be extended for a fixed term of at most three months if the Buyer can terminate the said extended agreement at the end of the extension in consideration of a notice period of at most one month.
6. An agreement concluded for a fixed term that extends to the regular delivery of products or services can only be extended automatically for an open term if the Buyer can terminate at any time in consideration of a notice period of at most one month. The notice period shall amount to at most three months if the agreement regards the regular, however not fewer than once a month, delivery of daily newspapers, journals and weekly newspapers and magazines.
7. An agreement with a limited term for the regular introductory delivery of daily newspapers, journals and weekly papers and magazines (trial and introduction subscriptions) are not continued automatically and end automatically after expiry of the trial or introduction period.

Term:

8. If an agreement has a term of more than a year then the Buyer can at all times terminate the agreement after a year in consideration of a notice period of at most one month, unless the principles of reasonableness and fairness oppose to termination before the end of the stipulated term.

Article 15 - Payment

1. If the Buyer does not act in the exercise of his profession or business, the following applies: to the extent not determined otherwise in the Distance Agreement or additional terms and conditions, the amounts payable by the Buyer must be paid within 14 days after the start of the reflection period or, failing a reflection period, within 14 days after the conclusion of the Distance Agreement. In case of an agreement for the provision of a service this term starts on the day after the consumer has received confirmation of the agreement.
2. If the Buyer acts in the exercise of his profession or business, is registered with the trade register of the Chamber of Commerce in the Netherlands or the Belgian Trade Register and has a business account created with bol, the following applies: payment is made in advance, unless otherwise stated in the Distance Agreement or additional conditions.
3. If payment in advance has been stipulated then the Buyer cannot enforce any right regarding the implementation of the relevant order or service(s) before the stipulated payment in advance took place.
4. The Buyer is held to report inaccuracies in supplied or specified payment details without delay, to bol.
5. If the Buyer, residing or established in the Netherlands, does not comply with his payment obligation(s) in a timely fashion then he has been pointed to the late payment by bol and after he has been granted a period of 14 days, effective the day after receipt of the reminder, by bol to yet comply with his payment obligations and payment still fails to materialise within the said time limit of 14 days, liable to pay the statutory interest on the yet outstanding amount and bol shall be authorised to charge the extrajudicial collection costs incurred by the same. The said collection costs amount to at most 15% of the outstanding amounts up to € 2,500.00; 10% on the subsequent € 2,500.00; and 5% on the subsequent € 5,000.00 with a minimum of € 40.00. Bol may deviate from the said amounts and percentages for the benefit

of the Buyer.

If the Buyer, residing or established in Belgium, does not timely comply with his payment obligation(s), he will receive a free reminder from bol. If the Buyer does not pay within the foreseeable payment period as stated in the first reminder, the Buyer will be charged late payments interest ("verwijlntresten"), as determined in the Act of 2 August 2002 on the fight against late payment in commercial transactions ("Wet van 2 augustus 2002 betreffende de bestrijding van de betalingsachterstand bij handelstransacties"), as well as a fixed compensation as follows:

- a) €20,- if the amount due is less than or equal to €150,-;
- b) €30,- plus 10% of the amount due on the tranche between €150,01 and €500,- if the amount due is between €150,01 and €500,-; and
- c) €65,- plus 5% of the amount due on the tranche above €500,-, with a maximum of €2.000,- if the amount due is above €500,-.

The reminder costs for each additional reminder are €7,50, plus the postage costs applicable at the time of sending.

Article 16 – Complaints procedure

1. The Entrepreneur has a sufficiently communicated complaints procedure and handles a complaint in accordance with the said complaints procedure.
2. Complaints about the implementation of the agreement must be submitted to the Entrepreneur without delay after the Buyer has taken note of the defects in a complete and clearly described manner.
3. Complaints submitted to the Entrepreneur are answered within a time limit of 14 days calculated from the date of receipt. If a complaint foreseeably requires a longer handling time then the Entrepreneur answers within the time limit of 14 days with a confirmation of receipt and an indication when the Buyer can expect a more extensive answer.

Article 17 - Disputes

1. Dutch law is exclusively applicable to agreements between the Entrepreneur and the Buyer to which these general terms and conditions are applicable. In this regard, the Buyer (if applicable) can also rely on mandatory consumer law of the country in which he resides.

Article 18 – Additional or deviating provisions

Additional provisions or provisions that deviate from these general terms and conditions cannot be to the detriment of the Buyer and must be established in writing or in such manner that they can in an accessible manner be stored on a sustainable data carrier by the Buyer.

Schedule I: Model form for withdrawal

Model form for withdrawal

(only complete and return this form if you want to withdraw the agreement)

To: bol.com B.V.

For the correct return address check the return information included in your account on our website.

Email: [via this form](#)

I / We* hereby inform you that I / we wish to withdraw the agreement regarding

- the sale of the following products: [indication of product]*
- the delivery of the following digital content: [indication of digital content]*

- the performance of the following service: [indication of service]

ordered on * / received on * [date of order in case of services or date of receipt in case of products]
 [Name consumer(s)]
 [Address consumer(s)]
 [Signature consumer(s)] (only if this form is submitted in hard copy)

* Delete as applicable or complete as applicable.

Schedule II: Service Levels Professional Sellers

The Professional Seller shall comply with the following service levels with which the level of the services of the Professional Seller to the Customer is determined:

- Answer customer questions within 24 hours*;
- Available by telephone during a minimum of 40 hours per week, spread over Monday to Saturday between 08:00 hours and 20:00 hours;
- Process cancellation requests of the Customer within 24 hours;
- Process and deliver orders within the committed delivery period;
- Process received return Articles within 7 days at the latest, in accordance with the return process included on the [Website for Professional Sellers](#);
- Answer customer questions by phone in the Dutch or English language;
- Answer customer questions by email or Direct Messaging in the customer's language, using translation tools if necessary.

The Professional Seller commits to attain maximum customer satisfaction. This is reflected in the following norms:

Delivery in time	≥ 93% of the total number of shipments**
Cancellations	≤ 2% of the total number of ordered Articles***
Customer questions	A personal "dynamic norm", as further explained on the Website for Professional Sellers
Answering customer questions (response time)	≥ 90% of the customer questions within 8 business hours ****
Returns	A personal "dynamic norm", as further explained on the Website for Professional Sellers
Answering the phone	≥ 90% of the calls answered *****
NPS after customer contact	At least 10 or higher
General review mark	At least 8 or higher
Track & Trace-number	100% of total number of shipments

The service standard will be determined over a period of one week, with the exception of the review mark. For the review mark applies the actual overall mark which will be displayed on the website.

* Excluding Saturday, Sunday and Holidays.

** We will verify, out of all the ordered Articles which we can measure on delivery time, whether the first delivery attempt falls within the delivery commitment the Professional Seller indicated

*** This percentage is calculated on cancellations by the Professional Seller, cancellations by Customers after the committed delivery period and automatic cancellations due to an expired order, because the Professional Seller did not confirm the order on time.

**** This percentage is calculated on the total amount of Customer questions received by the Professional Seller through the communication channels offered by bol, including email and Direct Messaging, in the Sales Account from the Customer or forwarded from bol customer services.

Customer questions must also be answered within this period if bol temporarily has blocked the Sales Account of the Professional Seller.

*****The Professional Seller must be available by phone for a minimum of 40 hours per week, spread over Monday to Saturday between 08:00 hours and 20:00 hours. Within its available hours, the Professional Seller must answer the phone in a minimum of 90% of the attempted calls.

Schedule III – Terms and Conditions between Professional Sellers and BCS

Version of 4 June 2026

Below you can find the “Terms and Conditions between Professional Sellers and BCS” (the “**Conditions**”), which form an integral part of the Conditions of Use Professional Sales via bol for non-European third party sellers (the “**Conditions of Use**”). We kindly request you to read these thoroughly. By registering as a Professional Seller via bol and making use of the Environment, you accept and observe these Conditions.

Article 1 – Definitions

1. The definitions set out in Article 1 of the Conditions of Use apply in full to these Conditions, unless these Conditions expressly provide otherwise.

Article 2 – Digital communication between the Professional Seller and the Customer

1. Article 8 of the Conditions of Use applies in full to these Conditions.

Article 3 – Buy Now, Pay Later with bol credit

1. Bol enables Customers to purchase Items offered by Professional Sellers via the Environment using Buy Now, Pay Later with bol credit. This credit is provided by BCS to the Customer under the terms agreed between BCS and the Customer.
2. If the Customer purchases an Item and makes use of Buy Now, Pay Later with bol credit, BCS shall assume the obligation of the Customer to pay the Sales Price to the Professional Seller. The Professional Seller grants consent to this assumption of debt in advance by accepting these Conditions – such consent being given for every purchase where the Customer makes use of Buy Now, Pay Later with bol credit. BCS shall inform the Professional (also on behalf of the Customer) of the assumption of each individual payment obligation transferring from the Customer to BCS. From that moment, the obligation to pay the Sales Price shall be an obligation of BCS and no longer of the Customer.
3. The Professional Seller acknowledges, in line with Article 6.2 of the Conditions of Use, that payments from BCS to the Professional Seller and vice versa are made via bol, and that a payment by BCS to bol constitutes a discharge of BCS's payment obligation towards the Professional Seller.
4. BCS shall pay the Professional Seller (via bol) on a periodical basis. BCS shall pay the Professional Seller regardless of whether BCS receives full payment of its claims against Customers.

Article 4 – Cancellations and Returns

1. If a Customer who has made use of Buy Now, Pay Later with bol credit cancels the order or dissolves or nullifies the Sale and Purchase Agreement in accordance with the Professional Seller's terms and conditions, the payment obligation (of the Customer or BCS) for the Sales Price shall lapse. If BCS has already paid the Sales Price to the Professional Seller, the Professional Seller shall be obliged to repay the Sales Price to BCS immediately (via bol). Bol and BCS may also set off this repayment obligation of the Professional Seller in line with Article 5. Bol and BCS reserve the right

not to refund any costs charged to the Professional Seller and to charge the Professional Seller for any costs incurred in connection with the order.

Article 5 – Set-off

1. In line with Article 7.3 of the Conditions of Use, the Professional Seller agrees that BCS is entitled to set off any amount, whether or not due and payable, that the Professional Seller owes or will owe to BCS against any amount, whether or not due and payable, that BCS owes or will owe to the Professional Seller, including BCS's obligation to pay the Sales Price to the Professional Seller. The Professional Seller shall be notified of the set-off on the invoice.

Article 6 – Data

1. In the context of Buy Now, Pay Later with bol credit, BCS processes data to the extent necessary for the performance of this service.
2. BCS processes such data solely for the purpose of offering and performing Buy Now, Pay Later with bol credit.

Article 7 – Privacy

1. With respect to the processing of personal data under these Conditions, the Professional Seller and BCS each act as independent controllers within the meaning of the GDPR.
2. The Professional Seller is responsible for the processing of personal data in connection with the performance of the Sale and Purchase Agreement. BCS is responsible for the processing of personal data for the purpose of offering and performing Buy Now, Pay Later with bol credit, including credit provision, payment processing and compliance with statutory obligations, as well as for data processing carried out on the basis of BCS's legitimate interests, which includes, but is not limited to, fraud prevention, product development and the improvement of its services.
3. Each Party shall independently ensure compliance with the GDPR, including providing information to data subjects, facilitating the exercise of data subjects' rights, reporting personal data breaches to the Dutch Data Protection Authority and, where required, to the data subjects concerned, implementing appropriate security measures, and correctly establishing processor relationships where applicable. Where a data subject exercises his or her rights with a Party that is not the competent controller in respect of that request, the Party concerned shall refer the data subject to the correct Party without undue delay. Where a personal data breach at one Party relates, in whole or in part, to personal data for which the other Party acts as controller, the former Party shall notify the latter Party thereof without undue delay.

Article 9 – Liability

1. Article 18 of the Conditions of Use applies in the same manner between BCS and the Professional Seller, with references to “bol” to be read as references to “BCS”.

Article 10 – Miscellaneous

1. Article 21 of the Conditions of Use applies in full to these Terms.

Article 11 – Applicable law and competent court

1. These Conditions are governed exclusively by Dutch law and any disputes shall be brought to the competent Dutch court in Utrecht.

Company name: _____

Date: _____

Signature: _____